

**SB 6745** - S AMD TO S AMD (S-5482.3/08) **135**  
By Senators Tom, Fraser, and Benton

**ADOPTED 02/18/2008**

1 Beginning on page 8, line 27 of the amendment, strike all of  
2 section 11

3 Renumber the remaining sections consecutively and correct any  
4 internal references accordingly.

5 On page 30, after line 27 of the amendment, insert the following:

6 "Sec. 28. RCW 64.06.020 and 2007 c 107 s 4 are each amended to  
7 read as follows:

8 (1) In a transaction for the sale of improved residential real  
9 property, the seller shall, unless the buyer has expressly waived the  
10 right to receive the disclosure statement under RCW 64.06.010, or  
11 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to  
12 the buyer a completed seller disclosure statement in the following  
13 format and that contains, at a minimum, the following information:

14 INSTRUCTIONS TO THE SELLER

15 Please complete the following form. Do not leave any spaces blank. If  
16 the question clearly does not apply to the property write "NA." If the  
17 answer is "yes" to any \* items, please explain on attached sheets.  
18 Please refer to the line number(s) of the question(s) when you provide  
19 your explanation(s). For your protection you must date and sign each  
20 page of this disclosure statement and each attachment. Delivery of the  
21 disclosure statement must occur not later than five business days,  
22 unless otherwise agreed, after mutual acceptance of a written contract  
23 to purchase between a buyer and a seller.

24 NOTICE TO THE BUYER

25 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
26 PROPERTY LOCATED AT . . . . .  
27 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.



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(4) Life estate?

Yes     No     Don't know

\*C. Are there any encroachments, boundary agreements, or boundary disputes?

Yes     No     Don't know

\*D. Is there a private road or easement agreement for access to the property?

Yes     No     Don't know

\*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

Yes     No     Don't know

\*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

Yes     No     Don't know

\*G. Is there any study, survey project, or notice that would adversely affect the property?

Yes     No     Don't know

\*H. Are there any pending or existing assessments against the property?

Yes     No     Don't know

\*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?

Yes     No     Don't know

\*J. Is there a boundary survey for the property?

Yes     No     Don't know

\*K. Are there any covenants, conditions, or restrictions which affect the property?

**2. WATER**

A. Household Water

(1) The source of water for the property is:

Private or publicly owned water system

Private well serving only the subject property . . . . .

\* Other water system

Yes     No     Don't know

\*If shared, are there any written agreements?

Yes     No     Don't know

\*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes     No     Don't know

\*(3) Are there any known problems or repairs needed?











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**8. MANUFACTURED AND MOBILE HOMES**

If the property includes a manufactured or mobile home,

Yes     No     Don't know    \*A. Did you make any alterations to the home? If yes, please describe the alterations: . . . . .

Yes     No     Don't know    \*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations: . . . . .

Yes     No     Don't know    \*C. If alterations were made, were permits or variances for these alterations obtained?

**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes     No     Don't know    \*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE . . . . . SELLER . . . . . SELLER . . . . .

**NOTICE TO THE BUYER**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate information
- 3 provided by Seller, except to the extent that real estate
- 4 licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended to
- 6 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 received a copy of this Disclosure Statement (including
- 11 attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE  
19 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
20 AGREEMENT.

21 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
22 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
23 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
24 DATE . . . . . BUYER . . . . . BUYER . . . . .

25 (2) If the disclosure statement is being completed for new  
26 construction which has never been occupied, the disclosure statement is  
27 not required to contain and the seller is not required to complete the  
28 questions listed in item 4. Structural or item 5. Systems and  
29 Fixtures.

30 (3) The seller disclosure statement shall be for disclosure only,  
31 and shall not be considered part of any written agreement between the  
32 buyer and seller of residential property. The seller disclosure  
33 statement shall be only a disclosure made by the seller, and not any  
34 real estate licensee involved in the transaction, and shall not be  
35 construed as a warranty of any kind by the seller or any real estate  
36 licensee involved in the transaction."

37 Renumber the remaining section consecutively.

**ADOPTED 02/18/2008**

1        On page 31, line 3 of the title amendment, after "64.38.035,"  
2        strike "and 64.38.040" and insert "64.38.040, and 64.06.020"

EFFECT: The requirement that a noncommercial seller of an HOA lot provide a noncommercial buyer with a resale certificate disclosing information on the HOA's finances, rules, and recent meetings is deleted.

The residential real property seller's disclosure statement under chapter 64.06 RCW (commonly referred to as "Form 17") is amended to require the seller to disclose contact information for the property's HOA if applicable.

--- END ---